

**ZB# 97-19**

**Mike Corcoran  
(Domino's Pizza)**

**69-2-10**

Prelim.

June 8, 1997.

Motion to Sched. P.H.

Photo 2 <sup>Letters 4</sup>

lease hold

Fees it Paid 9/5/97. <sup>40</sup> Notice 9/5/97.  
Page 4

Public Hearing:

Sep 4, 22, 1997.

Sign variance

Granted.

Refund: ~~\$~~403.00

#~~69~~<sup>69</sup>-19-Concoran, Mike (Domino's Pizza)

Sign - (69-2-10)

DATE Sept. 5, 1997 **RECEIPT** 6772322

RECEIVED FROM M.A.C. Pizza

Address \_\_\_\_\_

One Hundred fifty 00/100 DOLLARS \$ 150.00

FOR ZBA #97-19

ACCOUNT			HOW PAID		
BEGINNING BALANCE			CASH		
AMOUNT PAID			CHECK # <u>108</u>	<u>150.00</u>	
BALANCE DUE			MONEY ORDER		

Town Clerk

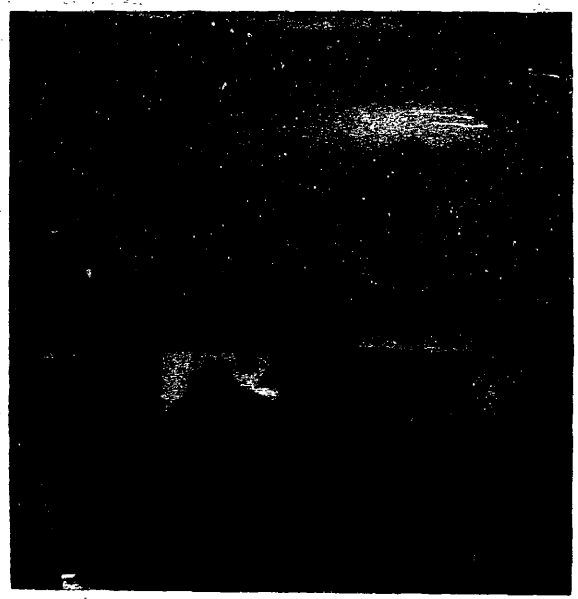
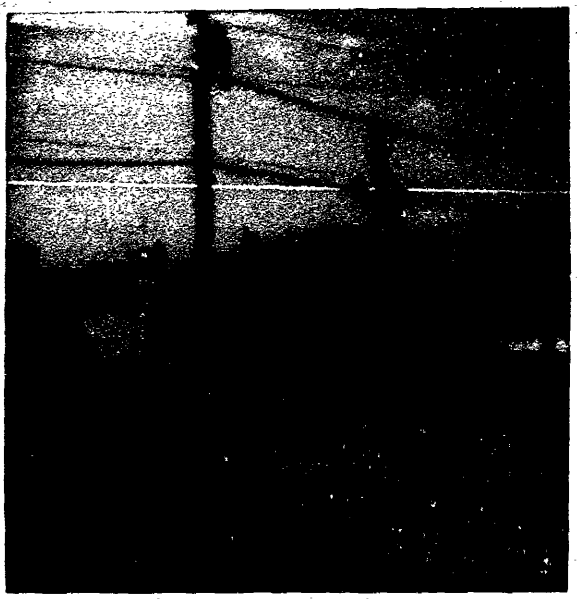
BY Dorothy H. Hansen



MADE IN U.S.A.  
© Wilson Jones, 1980

BALANCE		CASH	
AMOUNT PAID		CHECK	1108
BALANCE DUE		MONEY ORDER	15000

BY Dorothy H. Hansen



**APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)**

APPLICANT: Couran  
\_\_\_\_\_  
\_\_\_\_\_

FILE# 97-19

RESIDENTIAL: \$50.00  
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒ Sign

USE ☐

APPLICATION FOR VARIANCE FEE ..... \$ 150.00

\*

\*

\*

ESCROW DEPOSIT FOR CONSULTANT FEES ..... \$ 500.00

**DISBURSEMENTS:**

**STENOGRAPHER CHARGES: \$4.50 PER PAGE**

PRELIMINARY MEETING-PER PAGE 6/9/97-3 pgs \$ 13.50  
2ND PRELIMINARY- PER PAGE 9/24/97-4 \$ 13.50  
3RD PRELIMINARY- PER PAGE ..... \$ \_\_\_\_\_  
PUBLIC HEARING - PER PAGE ..... \$ \_\_\_\_\_  
PUBLIC HEARING (CONT'D) PER PAGE ..... \$ \_\_\_\_\_

TOTAL ..... \$ 27.00

**ATTORNEY'S FEES: \$35.00 PER MEETING**

PRELIM. MEETING: 6/9/97 ..... \$ 35.00  
2ND PRELIM. .... \$ 35.00  
3RD PRELIM. .... \$ \_\_\_\_\_  
PUBLIC HEARING. .... \$ \_\_\_\_\_  
PUBLIC HEARING (CONT'D) ..... \$ \_\_\_\_\_

TOTAL ..... \$ 70.00

**MISC. CHARGES:**

..... \$ \_\_\_\_\_  
TOTAL ..... \$ 97.00

LESS ESCROW DEPOSIT ..... \$ 500.00

(ADDL. CHARGES DUE) ..... \$ \_\_\_\_\_

REFUND DUE TO APPLICANT ..... \$ 403.00

Refund (lab)

M.A.C. PIZZA INC.  
DOMINOS PIZZA INC.  
P. O. BOX 267 PH. 914-562-0300  
VAILS GATE, NY 12584

1108

1-108/280

PAY  
TO THE  
ORDER OF

TOWN OF NEW WINDSOR

5 SEP 1997

\$ 150.00

ONE HUNDRED FIFTY <sup>NO</sup>/<sub>100</sub>

DOLLARS  Security features  
included.  
Details on back.

Marine Midland Bank 

VAILS GATE OFFICE  
ROUTE 94 & TEMPLE HILL ROAD  
VAILS GATE, NEW YORK 12584

FOR

SIGN VARIANCES ZBA #97-19

⑈001108⑈ ⑆028001081⑆ 078⑈78597⑈7⑈

*[Signature]*

M.A.C. PIZZA INC.  
DOMINOS PIZZA INC.  
P. O. BOX 267 PH. 914-562-0300  
VAILS GATE, NY 12584

1109

1-108/280


PAY  
TO THE  
ORDER OF

TOWN OF NEW WINDSOR

5 SEP 1997

\$ 500.00

FIVE HUNDRED & <sup>NO</sup>/<sub>100</sub>

DOLLARS  Security features  
included.  
Details on back.

Marine Midland Bank 

VAILS GATE OFFICE  
ROUTE 94 & TEMPLE HILL ROAD  
VAILS GATE, NEW YORK 12584

FOR

SIGN VARIANCES ZBA #97-19

⑈001109⑈ ⑆028001081⑆ 078⑈78597⑈7⑈

*[Signature]*

Date 7/26....., 1997..

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO M.A.C. Pizza, Inc./Domino's Pizza, Inc. DR.  
P.O. Box 267, Vails Gate, Ny. 12584

[illegible]

In the Matter of the Application of

ROSMARINO/M.A.C. PIZZA

#97-19.

MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCE  
FOR SIGN

**WHEREAS, ANGELO ROSMARINO ENTERPRISES, INC.,** a corporation having its principal office at 420 Windsor Highway, New Windsor, N. Y. 12553, (owner), and **MICHAEL A. CORCORAN (d/b/a M.A.C. PIZZA),** of P. O.Box 715, Monroe, N.Y. 10950 (lessee) have made application before the Zoning Board of Appeals for a 6 in. sign height, 11 ft. sign width and 5 ft. sign area variances for an existing sign at Domino (formerly Angelo's) Pizza located at Five Corners in Vails Gate in an C zone; and

**WHEREAS,** a public hearing was held on the 22nd day of September, 1997 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS,** the Lessee-Applicant, James Legget of M.A.C. Pizza, appeared before the Board and he presented a proxy from the owner of the property in question; and

**WHEREAS,** there were no spectators appearing at the public hearing; and

**WHEREAS,** no one spoke in favor of or in opposition to the Application; and

**WHEREAS,** a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS,** the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a commercial property being a store located in a neighborhood of commercial properties and in a C zone.

(b) All of the other properties in the neighborhood have signs advertising the businesses located therein.

(c) The Applicant proposes to install an internally illuminated new faceplate on a sign which already exists.

(d) The sign will have interior, fluorescent illumination but will have no neon and will not be flashing.

(e) The proposed sign will advertise a Domino's Pizza franchise and will be consistent with its corporate requirements.

(f) The proposed sign has been reviewed by the Board and appears to be consistent in appearance with the types of signs in the area.

(g) The size of the sign will not change from the sign which is presently on the building.

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted due to the fact that the sign already exists on the building.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed because the sign already exist on the building and allowing the proposed sign to be erected will not only be consistent with the neighborhood within which it is located but will promote the interests of the Town of New Windsor by having further commercial development serving its citizens.

6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances are appropriate and are the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area

variances.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 6 in. sign height, 11 ft. sign width and 5 ft. sign area for an existing sign at Domino's (formerly Angelo's) Pizza at Five Corners in Vails Gate in a C zone

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: November 10, 1997.

/s/ Lawrence Torley  
V. Chairman

**LEASE**

AGREEMENT made and entered into this \_\_\_\_\_ day of January, 1997, by and between ANGELO ROSMARINO ENTERPRISES, INC., a domestic corporation having its principal place of business at 420 Windsor Highway, New Windsor, New York 12553 and an address for mail delivery at P.O. Box 392, Vails Gate, New York, 12584 (hereinafter "Landlord"), and MICHAEL A. CORCORAN, with an address at P.O. Box 715, Monroe, New York 10950 (hereinafter "Tenant").

**W I T N E S S E T H**

1. DESCRIPTION OF LEASED PROPERTY - The Landlord's premises are located at 420 Windsor Highway, Vails Gate, Town of New Windsor, Orange County, New York ("The Premises"). The leased property consists of approximately 1,500 square feet on the north side of the first floor of The Premises, hereinafter the "Leased Property".

2. CONDITION OF PROPERTY - Tenant has examined the Leased Property, accepts the same and its improvements in their existing condition, without representation on the part of the Landlord as to the present or future condition of such property or as to the use that may be made of the property by the Tenant, and in no event shall the Landlord be liable for any defect in such property or for any limitation on its use.

### 3. TERM OF LEASE

(a) The term of this Lease shall be five (5) years to commence on the 1st day of March, 1997 and to end on the 28th day of February, 2002, both dates inclusive, unless sooner terminated as herein provided.

(b) If the Tenant shall remain in possession of the Leased Property after the expiration of either the original term of this Lease or any extended term, except pursuant to the full and proper exercise of the option to extend, such possession shall be as a month-to-month tenant and during such tenancy, rent shall be payable at the same rent, (including both fixed rent and additional rent), as that in effect during the last month plus an additional TWO THOUSAND (\$2,000.00) DOLLARS per month, and the provisions of this Lease shall be otherwise applicable.

4. OPTION TO EXTEND - Provided Tenant is not then in default of any term of this Lease, the term of this Lease may be extended for one (1) additional five (5) year term. Such option to extend shall be exercised by the Tenant by giving written notice to the Landlord not later than June 1, 2001. In order for the option to extend, if exercised, to be of any effect, the Tenant must be in compliance with the provisions of this Lease on the date that it exercises the option to extend and on the first day of the option term. All terms and provisions contained in this Lease which are applicable to the original term shall be

applicable to the option term except that the rent during the option term shall be as hereinafter set forth.

5. FIXED RENT AND ADDITIONAL RENT

(a) Tenant shall pay to Landlord at its address above the fixed rent payable in advance without demand in monthly installments for the convenience of the Tenant in accordance with the schedule below which sets forth the annual rental and the monthly rental for the original term and for the option term:

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
<u>Original Term</u>		
March 1997 - Feb. 1998	\$ 19,200.00	\$ 1,600.00
March 1998 - Feb. 1999	\$ 20,400.00	\$ 1,700.00
March 1999 - Feb. 2000	\$ 21,600.00	\$ 1,800.00
March 2000 - Feb. 2001	\$ 22,800.00	\$ 1,900.00
March 2001 - Feb. 2002	\$ 24,000.00	\$ 2,000.00
<u>Option Term</u>		
March 2002 - Feb. 2003	\$ 26,400.00	\$ 2,200.00
March 2003 - Feb. 2004	\$ 28,800.00	\$ 2,400.00
March 2004 - Feb. 2005	\$ 31,200.00	\$ 2,600.00
March 2005 - Feb. 2006	\$ 33,600.00	\$ 2,800.00
March 2006 - Feb. 2007	\$ 36,000.00	\$ 3,000.00

(b) Tenant shall also pay to Landlord at its address above each year during the initial term and option term as additional rent, one-half of the cost of fuel oil delivered to The Premises, one-half of the water and sewer bills rendered to the Leased Property and one-third of the snow removal and exterior ground maintenance charges. These amounts shall be paid within thirty (30) days after demand thereof by the Landlord and shall be collectible as rent. A paid fuel oil bill, water bill,

sewer bill or bill for snow removal and exterior ground maintenance shall be sufficient evidence of payment by the Landlord and the basis of the calculation of the amount to be paid to Landlord by Tenant.

(c) Tenant agrees that the rent hereunder provided to be paid shall become due and payable to Landlord without demand therefore, and without off-set and or defense of any kind whatsoever, except as herein set forth to the contrary. If Tenant shall allege or claim any damages resulting from any alleged breach by Landlord under the terms of this Lease or any claim of any kind whatsoever, arising in favor of Tenant against Landlord, Tenant agrees that such claim shall not be asserted against Landlord whether by counterclaim, set-off or defense in any action or proceeding brought by Landlord against Tenant for the payment of rent or recovery of possession of the demised Leased Property. Such claim by Tenant against Landlord shall only be enforced, prosecuted or maintained by a separate action or proceeding instituted by Tenant against Landlord, and not to be consolidated with any action or proceeding brought by Landlord to recover rent or to recover possession of the Leased Property.

6. USE OF THE PREMISES - The Tenant may use and occupy the Leased Property as a bakery, store and carry out for pizza and related food and beverages and those items customarily sold (either now or in the future) in a Domino's Pizza store, and for all other operations necessary or incidental to the conduct of

its business, or for any other purposes permitted under applicable zoning ordinances and restrictive covenants. It shall be the responsibility of the Tenant to secure any and all municipal approvals which may be necessary to use the premises as aforesaid. Tenant shall not use or permit any part of the Leased Property to be used for any unlawful purposes or in violation of any zoning or municipal ordinance or regulation.

7. REPAIR AND MAINTENANCE - Tenant shall maintain the Leased Property in a neat and clean condition and in good repair, and shall comply with all statutes, ordinances and governmental regulations appurtenant thereto. All repairs and maintenance of the Leased Property shall be done at the expense of Tenant. Repairs and maintenance shall be performed promptly as needed. The Leased Property shall be delivered to Landlord at the end of the original term or the option term in good condition and repair, and with all of Tenant's improvements, if any, removed. Landlord makes no representation to Tenant as to the condition of the Leased Property at the commencement of the term, and Tenant takes the Leased Property "AS IS".

8. LANDLORD'S RIGHTS -- TENANT'S DEFAULT - If the Leased Property shall be deserted or vacated, or if proceedings are commenced against the Tenant in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Tenant's property either before or after the commencement of the Lease term, or if there shall be a default in the payment of rent or

any part thereof for more than five (5) days after written notice of such default by the Landlord, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereinafter established on the part of the Tenant for more than twenty (20) days after written notice of such default by the Landlord, this Lease (if the Landlord so elects) shall thereupon become null and void, and the Landlord shall have the right to re-enter or repossess the Leased Property, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Tenant, or other occupants thereof, in all respects, without being liable to any prosecution therefore. In such case, Landlord may, at its option, relet the Leased Property or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the difference between the rent hereby reserved and agreed to be paid by the Tenant for the portion of the term remaining at the time of re-entry or repossession of the amount, if any, received or to be received under such reletting for such portion of the term. The Tenant hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end. The Tenant waives and will waive all right to trial by jury in any summary proceeding hereinafter instituted by the Landlord against the Tenant in respect to the Leased Property. The Tenant waives all rights to redeem under Section 761 of the New York

Real Property Actions and Proceedings Law and the Tenant shall nevertheless be liable for all rental due hereunder.

The failure of the Landlord to insist upon a strict performance of any term or condition of this Lease shall not be deemed a waiver of any right or remedy that the Landlord may have, and shall not be deemed a waiver of any subsequent breach of such term or condition.

9. LANDLORD'S RIGHT TO PERFORM - If the Tenant shall be in default hereunder, the Landlord may cure such default on behalf of the Tenant, in which event the Tenant shall reimburse the Landlord for all sums paid to effect such cure, together with reasonable attorneys' fees. In order to collect such reimbursements, the Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

10. LANDLORD'S RIGHT OF ACCESS - The Landlord and its representatives may enter the Leased Property, at any reasonable time, for the purpose of inspecting the Leased Property, performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default under the terms of the Lease exhibiting the Leased Property for sale, lease or mortgage financing, or posting notices of non-responsibility under any mechanic's lien law.

11. ASSIGNMENTS - Tenant shall not assign this Lease or sublet the Leased Property in whole or in part without prior written approval of Landlord. Landlord agrees not to withhold

such approval unreasonably, provided that the within Tenant remains responsible for the rent hereunder and for the performance of each and every other term of this Lease on the part of Tenant to be performed.

12. INSURANCE AND INDEMNIFICATION

(a) Tenant shall provide and maintain at its sole expense at all times during the term and option term, public liability insurance naming Landlord as an additional insured in the amount of not less than ONE MILLION (\$1,000,000.00) DOLLARS with a company or companies authorized to do business in the State of New York.

(b) Tenant shall indemnify the Landlord against all liabilities, expenses and losses incurred by the Landlord as a result of (i) failure by the Tenant to perform any covenant required to be performed by the Tenant hereunder; (ii) any accident, injury, or damage which shall happen in or about the Leased Property or appurtenances, or resulting from the condition, maintenance, or operation of the Leased Property; (iii) failure to comply with any requirements of any governmental authority; (iv) any mechanic's lien, security agreement, conditional bill of sale, or chattel mortgage filed against the Leased Property, any equipment therein, or any materials used in the construction or alteration of any building or improvements thereon, including attorneys' fees; and (v) any labor and/or materials, machinery, equipment or other debt obligation of any

kind, nature and description by reason of any right or provision of this Lease, including but not limited to any improvement.

13. BROKER - The parties agree that no broker brought about this Lease.

14. NOTICES - Any notice under this Lease must be in writing and must be sent by prepaid U.S. registered or certified mail, return receipt requested or by a recognized overnight delivery service, to the address of the parties as herein stated, or as subsequently changed by a party by notice similarly given.

15. TENANT'S INSURANCE - The Tenant, at its option, shall insure the Tenant's property located within the Leased Property. The Tenant acknowledges that the Landlord's insurance does not cover the Tenant or any of the Tenant's personalty.

16. DAMAGE OR LOSS - Tenant shall give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Leased Property cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Leased Property is unusable. If a portion of the Leased Property can be used, Tenant must pay a proportionate rent for the usable portion. Landlord shall have the sole right to determine which portion of the Leased Property is usable.

17. SIGNAGE - Subject to the requirements of the Town of New Windsor, the Tenant has the right to install approved signage of Domino's Pizza, Inc. The size of the Tenant's sign to be

proportionate to the square footage of the Leased Property to the total first floor of The Premises.

18. LANDLORD'S SIGNAGE - The Landlord or its agents shall have the right to show the premises to persons wishing to lease or purchase the same and the Landlord shall have the right to place notices in front of the premises or any part thereof offering the premises for lease or for sale.

19. PLATE GLASS - The Tenant shall be responsible for any and all glass on the exterior walls of the Leased Property.

20. SECURITY DEPOSIT - Upon the execution of the Lease by the Tenant, the Tenant shall deposit with the Landlord the sum of THREE THOUSAND TWO HUNDRED (\$3,200.00) DOLLARS as security for the full and faithful performance by the Tenant of all of the terms, covenants and conditions of this Lease upon the Tenant's part to be performed. Upon the expiration of this Lease, provided the Tenant have fully carried out all of the terms, covenants and conditions on Tenant's part to be performed, the Landlord will return the security to the Tenant.

21. EMINENT DOMAIN - If the whole or any portion of the Leased Property shall be acquired or condemned by eminent domain for any public or quasi public use of purpose, then the term of the Lease shall cease and terminate from the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of the Lease.

22. FIXTURES - If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the Tenant moves out or is disposed and fails to remove any trade fixtures or other property, then the said fixtures and trade property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

23. NECESSARY REPAIRS OR IMPROVEMENTS - The Tenant shall not be entitled to any diminution or abatement of rent claimed for inconvenience or lack of ability to use the entire Leased Property arising from the making of repairs or improvements to the premises in order to comply with any law, or order of any governmental authority. No interruption of any utility supplied to the Leased Property shall be deemed a constructive eviction

24. ASSIGNMENT TO DOMINO'S PIZZA, INC. - Anything contained in this Lease to the contrary notwithstanding, Landlord agrees that without its consent, this Lease and the right, title and interest of the Tenant thereunder, may be assigned by the Tenant to Domino's Pizza, Inc. or its designee, provided said designee shall execute such documents evidencing its agreement to thereafter keep and perform, or cause to be kept or performed, all of the obligations of the Tenant arising under this Lease from and after the time of such assignment.

25. NOTICE OF DEFAULT TO DOMINO'S PIZZA, INC. - Landlord shall give written notice to Domino's Pizza, Inc., a Michigan corporation, (concurrently with the giving of such notice to

Tenant) of any default by Tenant under the Lease and the said Domino's Pizza, Inc. shall have, after the expiration of the period during which the Tenant may cure such default, an additional fifteen (15) days to cure, at its sole option, any such default. The address to which notice to Domino's must be given is: \_\_\_\_\_

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26. TENANT'S PARKING - Tenant's patrons shall have the right, in common with other occupants of the premises, to use the parking spaces available in the rear of the premises.

27. AMERICAN'S WITH DISABILITIES ACT - Tenant shall be responsible for complying with the "American's with Disabilities Act" only within the Leased Property and not including any demising walls, doors, entry points or other access to the Leased Property.

In the event Landlord shall be required to repair, alter, remove, reconstruct, or improve any part of the Leased Property or of the premises in which the Leased Property or located for whatever reason, (including compliance with the "American's with Disabilities Act" and any regulations thereunder) the same shall be made by Landlord with reasonable dispatch and with a minimum of interference to Tenant's business. In the event that the repairs, reconstruction or other action of the Landlord does interfere with Tenant's business as determined by Tenant, in addition to other remedies which may be available

to Tenant, rentals for the portion of the Leased Property interfered with shall abate during the continuation of the interference.

28. ENTIRE AGREEMENT - This Lease sets forth all of the promises, inducements, agreements, conditions and understandings between the Landlord and the Tenant relative to the Leased Property and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, between them other than those herein set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and duly executed by them.

29. QUIET ENJOYMENT - Landlord covenants that the Tenant, on paying the annual rent and additional rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the Leased Property for the term aforesaid.

30. SUCCESSORS AND ASSIGNS - This Lease Agreement is binding upon and shall inure to the benefit of the respective parties hereto and their respective successors and assigns, as hereinabove set forth.

IN WITNESS WHEREOF, the parties have caused these presents  
to be executed as of the day and year first above written.

LANDLORD:

ANGELO ROSMARINO ENTERPRISES, INC.

By:

\_\_\_\_\_  
ANGELO ROSMARINO, President

TENANT:

By:

\_\_\_\_\_  
MICHAEL A. CORCORAN

Date 9/23/97, 19.....

TOWN OF NEW WINDSOR  
TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 168 North Omay La DR.  
Newburgh ny 12550

DATE			CLAIMED	ALLOWED
9/23/97		Zoning Board Mtg	75.00	
		Misc - 2		
		Patel - 5		
		Franklin - 7		
		Manstoyda - 2		
		Craig Toyota - 2		
		Catanzaro - 3		
		Casey - 3		
		Rosmarino - 3 13.50	121.50	
		27		
			196.50	

ROSMARINO/M.A.C. PIZZA

Mr. James Legget appeared before the board for this proposal.

MR. NUGENT: Request for 6 in. sign height and 11 ft. sign width variances and 5 ft. sign area for an existing sign at Domino Pizza located at Five Corners in Vails Gate in a C zone. Let the record show that there is no one for the Rosemarino/M.A.C. Pizza.

MR. KRIEGER: That is five foot sign area?

MR. LEGGET: Five foot extension on the length on the back side, I have pictures that I submitted and we mailed out 30 some letters also.

MS. BARNHART: We mailed out 32.

MR. KRIEGER: This is a commercial property in a neighborhood of commercial properties, is that correct?

MR. LEGGET: Yes, right in the middle of a ton of gas stations.

MR. KRIEGER: There are a number of other properties in the immediate neighborhood, matter of fact, all the other properties have signs of one sort or another?

MR. LEGGET: Yes.

MR. KANE: All consistent with the sign you're putting up?

MR. LEGGET: Yeah, we're just putting a face plate just a lens cover over the existing sign.

MR. KANE: Illuminated?

MR. LEGGET: Just regular.

MR. KANE: No neon, no flashing?

MR. LEGGET: We have only a neon in the front says open, that is in the corner, would be exactly like that

because Domino's is very picky about how the sign should be.

MR. KANE: Are you taking down a sign?

MR. LEGGET: We're not taking down anything, just the lenses over the front, so if can light it up just like a fluorescent light.

MR. KRIEGER: Same box.

MR. LEGGET: I'm just putting face plates in and ballast work so it lights evenly because it's blue on one side yellow on the other because I want to make it consistent.

MR. KRIEGER: Size of the box will not change?

MR. LEGGET: No.

MR. TORLEY: Right now, it's a really nice streetlight.

MR. LEGGET: I took pictures a little bit closer and further away of different angles to try and give you a feel for exactly where the sign is.

MR. REIS: There is no sign on the building as you're going south?

MR. LEGGET: As you're going south from down 32?

MR. REIS: Right, there is no sign on the side of the building?

MR. LEGGET: The only sign there is a hanging sign but we're not doing anything about that three foot by three foot hanging sign on a pole but we're looking for the front and back sign. There is a sign in the back that you can see in the pictures that faces 300, if you are coming south down 300, which is over the garage that is the five foot variance and the front sign is the one that you will see coming up 32 at a slight angle, cause it's not perfectly perpendicular to coming up 32, you can tell the back and the front of the parking lot.

MR. KRIEGER: So when I asked that question about changing the size of the box, that would apply to both signs, neither box is changing?

MR. LEGGET: We're not changing, anything just the face plate over the front of signs, just getting permission to put our face plate in the existing signs.

MR. REIS: Accept a motion?

MR. NUGENT: Yes, I will.

MR. REIS: I make a motion that we grant Rosmarino/M.A.C. Pizza their requested variance for signs at Domino's Pizza at Five Corners Vails Gate.

MRS. OWEN: Second it.

ROLL CALL

MRS. OWEN	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. NUGENT: We have no normal decisions, motion to adjourn?

MR. REIS: So moved.

MR. KANE: Second it.

ROLL CALL

MRS. OWEN	AYE
MR. REIS	AYE
MR. KANE	AYE

*Prelim.*  
*June 9, 1997*  
*#97-19*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MAY 14, 1997

APPLICANT: MICHAEL CORCORAN

P.O. BOX 267

VAILS GATE, N.Y. 12584-0267

*(Not owner)*

562-0300 (store)

783-1240 (h)

978-2451  
(cell)

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: MAY 13, 1997

FOR (BUILDING PERMIT): 3FT. X 21FT. WALL SIGN

LOCATED AT: 420 WINDSOR HIGHWAY

ZONE C

DESCRIPTION OF EXISTING SITE:

SEC: 69, BLOCK: 2, LOT: 10

FORMERLY ANGELO'S PIZZA - PAT'S PIZZA

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. PROPOSED SIGN EXCEEDS MAXIMUM PERMITTED SIZE.

*Patrick Linn*  
BUILDING INSPECTOR

\*\*\*\*\*

PERMITTED

PROPOSED OR  
AVAILABLE

VARIANCE  
REQUEST

ZONE C

USE 48-18-B-1

HEIGHT

2-6"

3FT.

6"

WIDTH

10FT.

21FT.

11FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF  
APPEALS.

CC: Z.B.A., APPLICANT, B.P. FILE

RECEIVED MAY 08 1997

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

**IMPORTANT**  
**YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION**

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY  
FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises Michael A. Corcoran

Address 420 Windsor Highway New Windsor, NY 12553 Phone 914-562-0300

Mailing Address P.O. Box 267 Vails Gate, NY 12584 Phone 0267

Name of Architect N/A

Address N/A Phone \_\_\_\_\_

Name of Contractor SPEEDY SIGNS

Address 120 MAIN ST CHESTER, NY 10918 Phone 469-5997

State whether applicant is owner, lessee, agent, architect, engineer or builder lessee

If applicant is a corporation, signature of duly authorized officer.

Michael A. Corcoran PRESIDENT

FOR OFFICE USE ONLY

Building Permit # \_\_\_\_\_

Michael Corcoran

Home # 783-1240

Vails Gate Store # 562-0300

1. On what street is property located? On the N side of RT 32  
and 50 feet from the intersection of 500 + 32 (N, S, E or W)
2. Zone or use district in which premises are situated \_\_\_\_\_ Is property a flood zone? Y N ✓
3. Tax Map Description: Section 69 Block 2 Lot 10
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
  - a. Existing use and occupancy \_\_\_\_\_
  - b. Intended use and occupancy Pizza Parlor
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒ 21' x 31' lighted sign
6. Is this a corner lot? NO
7. Dimensions of entire new construction. Front \_\_\_\_\_ Rear \_\_\_\_\_ Depth \_\_\_\_\_ Height \_\_\_\_\_ No. of stories \_\_\_\_\_
8. If dwelling, number of dwelling units: \_\_\_\_\_ Number of dwelling units on each floor \_\_\_\_\_
 

Number of bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Toilets \_\_\_\_\_  
 Heating Plant: Gas \_\_\_\_\_ Oil \_\_\_\_\_ Electric/Hot Air \_\_\_\_\_ Hot Water \_\_\_\_\_  
 If Garage, number of cars \_\_\_\_\_
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use \_\_\_\_\_
10. Estimated cost \$1000.00 Fee \_\_\_\_\_  
(To be Paid on this Application)
11. School District \_\_\_\_\_

Cash for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

Formerly ANGEL PIZZA

5, 6 / 19 97

APPLICATION FOR BUILDING PERMIT  
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK  
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock  
Asst. Inspectors: Frank Lisi, Ernst Schmidt  
New Windsor Town Hall  
555 Union Avenue  
New Windsor, New York 12553  
(914) 564-4618 563-4618  
(914) 563-4693 FAX

Bldg Insp Examined \_\_\_\_\_  
Fire Insp Examined \_\_\_\_\_  
Approved \_\_\_\_\_  
Disapproved \_\_\_\_\_  
Permit No. \_\_\_\_\_

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Michael A. Conner  
(Signature of Applicant)

P.O. BOX 267 VALLEY GATE, N.Y. 12584  
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawings.

RECEIVED MAY 08 1997

S

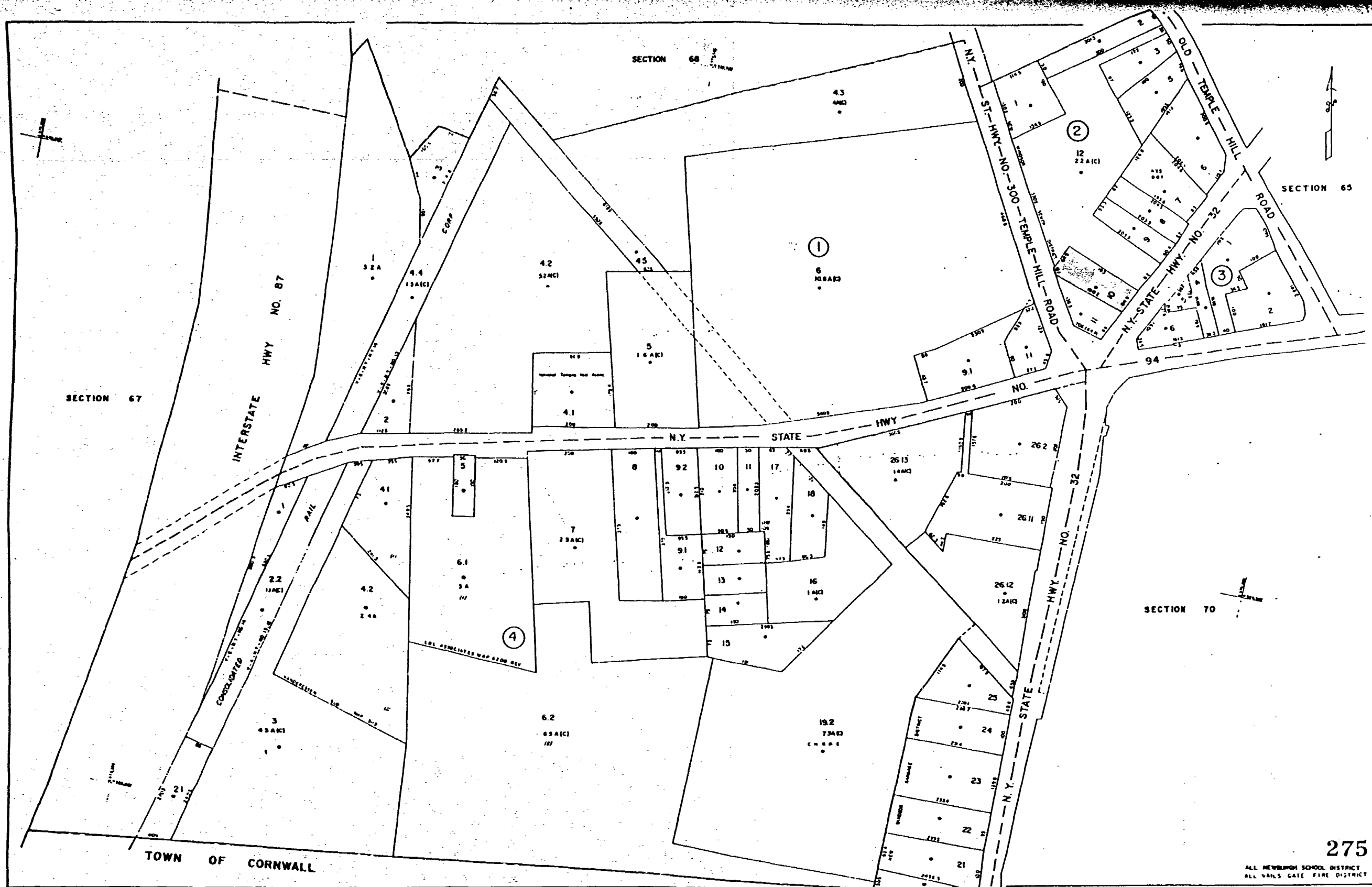
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**AERO SERVICE**  
CORPORATION  
A DIVISION OF THE AEROSPACE CORPORATION  
4000 AIR DRIVE ST. LOUIS, MISSOURI 63114

**FOR TAX PURPOSES ONLY**  
NOT TO BE USED FOR CONVEYANCE

[illegible]

ORANGE COUNTY-NEW YORK

Photo No. 8-497,498-75-05 Date of Map 9-29-57  
 Date of Photo 3-1-59 Date of Revision: 3-1-59  
 Scale 1" = 50

TOWN OF NEW WINDSOR

Section No.          69

PROXY AFFIDAVIT

SUBMISSION OF APPLICATION FOR VARIANCE # 92-19

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

Angelo Rosmarino, deposes and says:  
I am the OWNER of a certain parcel of land within the TOWN OF NEW WINDSOR designated as tax map SECTION 69 BLOCK 2 LOT 10. I HEREBY AUTHORIZE Michael A. Corcoran of M.A.C. Pizza Inc. (company name) to make an application before the ZONING BOARD OF APPEALS as described in the within application.

Dated: 9/04/97.

Angelo Rosmarino  
(Signature of Owner)

Sworn to before me this

4<sup>th</sup> day of September, 1997.

Michael A. Richichi  
Notary Public  
MICHAEL A. RICHICHI  
Notary Public, State of New York  
No. 4806154  
Qualified in Orange County  
Commission Expires 6/30/98  
(ZBA DISK#1-060895.PXY)

Rec'd. 2BA  
9/15/97 (PAB)

file

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 19.

Request of Angelo Rasmaring M.A.C. Piza, Inc.

for a VARIANCE of the Zoning Local Law to permit:

two facade signs w/ more than the allowable area;

being a VARIANCE of Section 48-18- Supplemental Sign Regs.

for property situated as follows:

420 Windsor Highway, New Windsor, N.Y.

known as tax lot Section 69 Block 2 Lot 10.

SAID HEARING will take place on the 22nd day of Sept., 1997, at New Windsor Town Hall, 555 Union Avenue, New Windsor, New York, beginning at 7:30 o'clock P. M.

James Nugent  
Chairman

Cannot attend but this is ok.  
John A. Shaden



TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 97-19.

Date: 8/26/97

I. ☒ Applicant Information:

914-562-0300

- (a) M.A.C. PIZZA INC. 420 Windsor Highway New Windsor, N.Y.  
(Name, address and phone of Applicant) (Owner) la553
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) William De Francis  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
- ☐ Area Variance ☐ Interpretation

III. ☒ Property Information:

- (a) C 420 Windsor Highway New Windsor 69-2-10 60 x 20  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? N/A
- (d) When was property purchased by present owner? \_\_\_\_\_
- (e) Has property been subdivided previously? \_\_\_\_\_
- (f) Has property been subject of variance previously? N/A  
If so, when? N/A
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: N/A

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_

(b) <sup>N/A</sup> The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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(c) <sup>N/A</sup> Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes\_\_\_\_ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance: <sup>N/A</sup>

(a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

\* Residential Districts only

\*\* No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

N/A  
 whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

✓ VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section 48-18, Table of Supp. Sign Regs., Col.

	Requirements	Proposed or Available	Variance Request
Wall Sign 1 - 3ft. x 21ft.	2-6"	3ft.	6" - Height
Sign 2 " " " "	10ft.	21ft.	11ft. - Width
Sign 3 2-6" x 15	10FT	15FT	5FT
Sign 4			

✓ (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

FRONT SIGN - WE WISH TO USE THE EXISTING SIGN.  
 BACK SIGN - WE WISH TO USE THE EXISTING SIGN.  
 REMOVAL OF EXISTING SIGNS WOULD DAMAGE STRUCTURE & REQUIRE EXCESSIVE CONSTRUCTION TO BEAUTIFY BLDG. EXISTING SIGNS PERFECTLY MATCH THE BUILDING'S WIDTH. SEE PICTURES ENCLOSED

✓ (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

FRONT 63 - BACK 37.5 100.5 SQ FOOT TOTAL

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

(See attached profile)

THE SIGN IS COLORFUL, YET CONSERVATIVE & MATCHES  
EXISTING SIGN AROUND THE FIVE CORNERS AREA

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$150.00 and the second check in the amount of \$500.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: 29 AUG 97

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

x *[Signature]*  
(applicant)

Sworn to before me this

5th day of Sept., 1997.

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1999.

(b) Variance: Granted (\_\_\_) Denied (\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



# Domino's

*The Pizza Delivery Experts*

15' SINGLE-FACE CAN SIGN



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

32

August 13, 1997

M.A.C. Pizza Inc.  
420 Windsor Hwy.  
New Windsor, NY 12553

RE: 69-2-10

To Whom It May Concern:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerks office.

Sincerely,

*L. Cook /cad*

LESLIE COOK  
Sole Assessor

LC/cad

cc: Pat Barnhart, ZBA

Route 300 Associates  
c/o John Yanaklis  
550 Hamilton Ave.  
Brooklyn, NY 11232

V.G.R Associates  
PO Box 334  
Lenox Hill Station, NY 10021-0009

Prekas, Steve  
3 Warden Circle  
Newburgh, NY 12550

Prekas, Steve  
c/o ACSIS Foods Inc.  
PO Box 212  
Vails Gate, NY 12584

Albany Savings Bank  
94 Broadway  
Newburgh, NY 12550

R & S Foods Inc.  
249 North Craig St.  
Pittsburgh, PA 15213

NYS Dept. of Transportation  
Office of the State Comptroller  
A.E. Smith Office Bldg.  
Albany, NY 12236

Grana, John  
PO Box 317  
Vails Gate, NY 12584

Primavera Properties Inc.  
PO Box 177  
Vails Gate, NY 12584

Amerada Hess Corp.  
c/o Dean E. Cole, Mgr.  
Property Tax Dept.  
1 Hess Plaza  
Woodbridge, NJ 07095

MCB Partnership  
208 Meadow Ave.  
Scranton, PA 18505

FFCA Acquisition Corp.  
17207 North Perimeter Dr.  
Scottsdale, AZ 85255

TGS Associates Inc.  
15 East Market St.  
Red Hook, NY 12571

S & S Properties Inc.  
123 Quaker Rd.  
Highland Mills, NY 10930

Conna Corporation  
c/o Dairy Mart #6668  
One Vision Dr.  
Enfield, CT 06082

Franchise Realty Interstate Corp.  
c/o Colley & McCoy Co.  
PO Box 360  
Windham, NH 03087

Slepoy, Herbert & Gardner, Fred  
104 S. Central Ave.  
Valley Stream, NY 11580

Mobil Oil Corporation  
Property Tax Dept.  
PO Box 290  
Dallas, TX 75221

Leonardo, Constantine  
94-96 Maple St.  
Newburgh, NY 12550

Leonardo, Samuel  
7 Dogwood Hills Rd.  
Newburgh, NY 12550

House of Apache Properties LTD  
52 Elm St.  
Huntington, NY 11743

Hughes, Terry Scott  
18 Ellison Dr.  
New Windsor, NY 12553

Mans Brother Realty Inc.  
PO Box 247  
Vails Gate, NY 12584

Greer, Gregory P.  
PO Box 212  
Shields Rd.  
Cornwall, NY 12518

Mans C.P.  
PO Box 247  
Vails Gate, NY 12584

Vander Maas, Brian K. & Bridgette A.  
12 Truex Dr.  
New Windsor, NY 12553

Gardner Plus 3.  
104 So. Central Ave.  
Valley Stream, NY 11580-5461

4 Acres LLC  
104 South Central Ave.  
Valley Stream, NY 11580

Norstar Bank Of Upstate N.Y.  
Facilities Management  
P.O. Box 911  
Newburgh, NY 12550

Shedden, Joan A.  
Box 608A  
Vails Gate, NY 12584

Aquino, John J. & Gregory Mellick  
9 Hawthorne Pl., Apt. 2N  
Boston, MA 02114

Bila Family Partnership  
158 North Main St.  
Florida, NY 10921

Date 6/17/97 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

to Frances Roth 168 N. Drury Lane DR.  
Newburgh, NY 12550

DATE			CLAIMED	ALLOWED
3/97		Zoning Board Mtg	75.00	
		Misc - 1		
		Readings - 2		
		Catoran - 8 13.50		
		Thomas - 4		
		Suraci - 4		
		Pietrzak - 5	157.50	
		Ciancio - 15		
		<u>35</u>	232.50	

CORCORAN, MIKE

MR. NUGENT: Request for 6 in. sign height and 11 ft. sign width variance to replace Pat's Pizza Sign with Domino's Pizza at 420 Windsor Highway in a C zone.

Mr. Mike Corcoran appeared before the board for this proposal.

MR. CORCORAN: I'm confused, the sign that is an existing 21 x 3, that is the basis of my wanting the variance was so that I didn't have to pay for the removal and replacement of the newer sign, I don't know how the 6 x 11--

MR. TORLEY: The sign you're allowed is 2 1/2 x 10, the old sign was actually illegal.

MR. CORCORAN: I guess they just kept using it and using it from what I understand.

MR. TORLEY: Actually you're not supposed to do that.

MR. KRIEGER: It is illegal whether it required any legal status by itself, repeated use is something that you would have to take up with counsel of your own, it is the position of the town that illegal is illegal.

MR. BABCOCK: Right.

MR. TORLEY: That sign hasn't been up before zoning so it is not grandfathered.

MR. BABCOCK: When you change a sign, you have to bring it back into compliance, that is one of the new rules when they did the sign ordinance, even if you have a non-conforming sign that is 10 x 2, if you want to change it, and change the name and change the business on it, you have to conform to today's ordinance so you are bringing in everybody into compliance, eventually as businesses move in and businesses move out.

MR. TORLEY: One thing you may want to consider before you pursue this to a public hearing, there are fees involved in going through the zoning variance, whether

that is done, then the matter may be placed back on the agenda for a public hearing in which case this board would make a decision on your application. How soon that all happens is partly up to you because it's a question of getting all those procedures done, then it's a question of the meetings so we're about to begin the summer and it is the custom of this board to meet only once in July and once in August, that is not, that is the custom, it's been followed in the past, it may or may not be followed this year but you should be aware of the fact that even when you're ready, then you have to wait for the next available hearing.

MR. TORLEY: Is there a corporate requirement for your sign from Domino's Pizza?

MR. CORCORAN: No.

MR. TORLEY: Just want to make sure that you weren't--

MR. CORCORAN: I have already checked with that. If I use that sign just going to get a base plate made and have it installed, it will be a lot cheaper than changing the sign, even a foot down than replacing the whole thing, okay, that gives me something to think about.

MR. TORLEY: If you'd like, we can set you up for a public hearing so you can pursue that without waiting, in other words, if you decide not to go forward, even if we have given you the right to have a public hearing, you're okay, you might as well, you formally want to ask for a public hearing?

MR. CORCORAN: Yes, yes.

MR. KRIEGER: In other words, setting you up for a public hearing confers the right to get one, not the obligation, the ball's in your court.

MR. TORLEY: So far it's free so bearing that in mind if you will entertain a motion, I move we set him up for his requested variance.

MS. OWEN: Second it.

June 9, 1997

7

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MS. BARNHART: Are you the owner of the property?

MR. CORCORAN: No, I am not.

MS. BARNHART: You have to get a proxy signed by the owner of the property allowing you to apply for this variance. Here's the other paperwork, I will send one out to you. Do I have you address, Post Office Box 260?

MR. CORCORAN: Yes.

MR. KRIEGER: When you come in if you would address yourself to the criteria set forth on that sheet, it would be helpful, the zoning board of appeals must decide based on standards set forth in the state law which I have put on that sheet for you, so it would be helpful if you address yourself to those.

MR. CORCORAN: Okay, thank you.